

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
CONTRACT FOR CONSTRUCTION ADMINISTRATION**

Project Title: MEP Renovations Earl Hall
Southern Connecticut State University
New Haven, Connecticut
Project No. BI-RS-248
Contract No. BI-RS-248-CAc

This contract is entered into this 15th day of June, 2010, by and between the State of Connecticut, hereinafter referred to as the State, acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the Connecticut General Statutes, as revised, and

**Strategic Building Solutions LLC
599 Middlesex Turnpike
Old Saybrook, CT 06475**

hereinafter referred to as the Construction Administrator;

WITNESSETH, that the State and the Construction Administrator, in consideration of the mutual covenants herein contained, do hereby agree as follows:

I. CONSTRUCTION ADMINISTRATOR RELATIONSHIP

The Construction Administrator shall act as the State's agent and covenants and agrees to perform all its services in accordance with the standards and practices of its profession. The Construction Administrator shall not have any conflicts of interest. The Construction Administrator shall be held to the highest standard of conduct in the performance of its duties, and must conduct itself so as to avoid even the appearance of any impropriety. The Construction Administrator is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Construction Administrator shall staff the project with experienced and competent staff. It is understood that if the Construction Administrator requires additional staff to fulfill its obligations under this contract it shall provide such additional staff at no additional cost to the State. The Construction Administrator is responsible to the Department of Public Works Project Manager for the control, field supervision, and inspection of the project. The Construction Administrator, the architect for the project, hereinafter referred to as the Architect, the engineer for the project, hereinafter referred to as the Engineer, the client agency, or the general contractor for the project do not have the authority to change or alter the project drawings, specifications, and addenda thereto, all hereinafter referred to as the contract documents, in any respect, except as approved change orders as outlined in this contract.

The Construction Administrator shall provide personnel with the qualifications and experience necessary to perform the various tasks herein described. The DPW shall be the sole judge of the qualifications of assigned personnel, and shall have the right to approve and reject personnel, and have removed any personnel it considers unsatisfactory.

II. DUTIES AND SERVICES

Prolog Project Management Requirements

- a. The State of Connecticut Department of Public Works (CTDPW) is using Meridian Systems Prolog Manager as the project management software tool for this project.
- b. The Construction Administrator (CA) is required to utilize Prolog Manager for the submission of their billings, utilizing the Consultant Payment Application form within Prolog Manager.
- c. The CA is required to utilize Prolog Manager for the duration of this project and shall provide project document information via this program. This includes the information described in Exhibit A of this contract, such as Daily Reports (Daily Work Journal), Special Inspections, Testing, Safety Notices, Requests for Information, Project Meeting Minutes, Potential Change Orders, Change Orders, Project

Correspondence, Submittal Tracking, Project Schedules, Issues (Action Items), Project Transmittals, Progress Photos, Closeout Log, etc.

- d. The CA is required to purchase hosting services for one (1) individual to be utilized on the CT DPW Prolog Hosted System from Meridian Systems, through PSS Consulting Group and maintain the hosting services for the duration of this project. The cost for the hosting service fees (\$90/month X 20 months = \$1,800) shall be included by the CA in the cost for this contract.
- e. The CA shall arrange for training with DPW. This training will be conducted at DPW in conjunction with the Project Manager and DPW Prolog Staff. One day of training is to be provided by DPW.
- f. The CA shall contact PSS Consulting Group, Inc., the authorized Meridian reseller, for the hosting services and training at <http://www.pssgroup.com> | david@pssgroup.com or Phone: (978) 440-7060 | Fax: (508) 653-5080.
- g. Connecticut Department of Public Works (CTDPW) has established a project specific email "file" address for this project. The CA shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
- h. The CA is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DPW Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the DPW Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, etc.

The Construction Administrator shall consult with the DPW to ascertain the requirements of the project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution. The Construction Administrator shall familiarize itself with the contract documents. In accordance with State requirements, the Construction Administrator shall perform construction administration on the construction project designed by the DPW or consultants employed by the State. The services may not be limited to five (5) days a week.

The Construction Administrator agrees to follow (i) the applicable provisions set forth in the manual entitled "Consultants Procedure Manual" dated October 2008, and prepared by the State of Connecticut, Department of Public Works, given to the Construction Administrator prior to this contract being entered into and which may be modified from time to time; and (ii) the provisions set forth in the manual entitled "Consultants Procedure Manual Supplement" dated May 5, 2010, and prepared by the State of Connecticut, Department of Public Works, given to the Construction Administrator prior to this contract being entered into and which may be modified from time to time.

Exhibit A describes the project and is attached hereto and made a part hereof.

A. Construction Schedule

The Construction Administrator shall review and recommend for approval the construction schedule submitted to the State by the general contractor. The Construction Administrator shall review the schedule for compliance with the contract documents and inform the State of any deficiencies. The Construction Administrator shall distribute said construction schedule to the Architect/Engineer for his review and recommendation for approval. The Construction Administrator shall forward both its recommendation and the Architect's/Engineer's recommendation for approval to the DPW.

The Construction Administrator shall record, monitor, review, and provide recommendations to the State on the shop drawings submittals' and procurement schedules' conformance with the contract documents, project conditions, and approved construction schedule.

During the progress of construction, the Construction Administrator shall obtain from the general contractor updated monthly schedules. It shall review them to identify potential variances from the scheduled completion dates. It shall also approve and review schedules for parts of the work not started or incomplete and recommend to the DPW and the general contractor adjustments (recovery schedules) in the schedules to meet the construction completion dates.

The Construction Administrator shall also provide monthly updated status reports documenting all changes to the master precedence construction network schedule and provide an impact analysis of any variances to the approved construction schedule.

B. Schedule of Values

The Construction Administrator shall review and recommend for approval the schedule of values payment as submitted to the State by the general contractor. The Construction Administrator shall review the schedule of values for compliance with Article 27 of the *General Conditions of the Contract for Construction* and inform the State of any deficiencies. The Construction Administrator shall distribute said schedule of values to the Architect/Engineer for his review and recommendation for approval. The Construction Administrator shall forward both its recommendation and the Architect's/Engineer's recommendation for approval to the DPW.

C. Periodic Requisition for Partial Payment

During the progress of construction, the Construction Administrator shall obtain from the general contractor monthly requests for partial payment. It shall review and recommend for payment in accordance with Article 28 of the *General Conditions of the Contract for Construction* and inform the State of any deficiencies. The Construction Administrator shall distribute requests for partial payment to the Architect/Engineer for his review and recommendation for approval. The Construction Administrator shall forward both its recommendation and the Architect's/Engineer's recommendation for approval to the DPW.

D. Project Meetings

The Construction Administrator shall establish, conduct, record, and distribute minutes of all project meetings, which shall include, but not be limited to, the following meetings with the participants as required:

1. Weekly or biweekly (i.e., every two weeks) project meetings with the client agency, the State, the Architect/Engineer, the general contractor, and the Construction Administrator. The actual frequency shall be determined by the DPW Project Manager.
2. All other meetings that State officials may require.

E. Supervision and Inspection

The Construction Administrator shall inspect all work of the general contractor, subcontractors, and any additional service providers for compliance with the contract documents. The Construction Administrator shall review the shop drawings for compliance with the contract documents without assuming any of the liabilities or responsibilities of the Architect/Engineer. The Construction Administrator shall act as the State's liaison with the general contractor. It shall assist in understanding the intent of the contract documents. It shall assist in obtaining from the State and the Architect/Engineer additional details or information when required for proper execution of the work.

1. The Construction Administrator shall conduct on-site daily inspections and monitor the work in progress to assist the DPW in determining if the work is in general proceeding in accordance with the contract documents.
2. The Construction Administrator shall coordinate and schedule all special inspections as required by the contract documents. The special inspector/testing lab will be hired by the State.
3. The Construction Administrator shall immediately report in writing to the DPW whenever any work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made, and advise the DPW and the general contractor of work that it believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
4. The Construction Administrator shall coordinate and schedule, in the presence of appropriate personnel, all tests, equipment/systems start-ups, and operating/maintenance training. The Construction Administrator shall maintain adequate records thereof, and observe, record, and report in writing to the DPW and the Architect/Engineer appropriate details relative to the test procedures and start-ups.
5. The Construction Administrator shall report to the Architect/Engineer when requests for clarifications and interpretations of the contract documents are needed. The Construction Administrator shall initiate, track, and process all said requests in writing. Clarifications and interpretations issued by the Architect/Engineer shall be transmitted to the general contractor by the Construction Administrator after review thereof by the Construction Administrator and the DPW Project Manager.

6. The Construction Administrator shall consider and evaluate the general contractor's suggestions for modifications to the drawings or specifications and report its related recommendations to the Architect/Engineer and the DPW Project Manager. The Construction Administrator shall then transmit to the general contractor decisions issued by the Architect/Engineer.
7. The Construction Administrator shall review the safety program for the project provided by the general contractor. The Construction Administrator shall notify the general contractor and the DPW in writing of any violations of the safety program. The Construction Administrator shall stop the construction work if it perceives that a life-threatening situation exists. This action must be reported to the DPW Project Manager immediately in writing.
8. The Construction Administrator shall coordinate and schedule all inspections as required by the State Department of Public Safety and/or the authority having jurisdiction. The special inspector/testing lab will be hired by the State.
9. Obtain weekly certified payrolls, file the certified payrolls with the monthly payment requisition at the appropriate location at the job site, and periodically monitor the weekly certified payrolls as they apply to the prevailing wage laws to confirm compliance with the laws, the number of people on site was accurate, and the payments are correct.

F. Documentation, Records, and Reporting

1. The Construction Administrator shall maintain in an orderly and secure manner at the job site all project files, correspondence, reports of job conferences, shop drawings, samples, meeting minutes, test reports, reproductions of the original contract documents, and all relevant paperwork required to track, monitor, and administrate the contract documents.
2. The Construction Administrator shall keep a daily diary or log book recording the general contractor's and subcontractors' hours on the job site, weather conditions, deliveries, equipment on the job site, data relative to questions of work-directive changes, data relative to questions of delays, change orders or changed conditions, names of job-site visitors, daily activities, decisions, observations in general, and specific observations in detail as in the case of observing test procedures; and send copies thereof to the Architect/Engineer.
3. The Construction Administrator shall record the names, addresses, and telephone numbers of the general contractor, subcontractors, and major suppliers of materials and equipment.
4. The Construction Administrator shall maintain a monthly photo log of events of all major activities and all activities that require additional attention.
5. The Construction Administrator shall prepare and provide monthly progress reports to the State, the client agency, and the Architect/Engineer. Each monthly progress report shall include all items monitored for the past month, an update on construction with reference to meeting the project schedule, an update on the construction budget, and any recommendations by the Construction Administrator for meeting either the project schedule or the construction budget.
6. The Construction Administrator shall examine submittals made by the general contractor and furnish recommendations to the State concerning material and equipment, and review and report on the general contractor's proposals in connection with changes in the construction work. These services are to be performed within five (5) calendar days of receipt of such proposals so as not to delay the work. In the event that the incorporation of an approved substitution into the work will require revisions or additions to the contractual requirements, the Construction Administrator shall review and monitor all costs of such revisions or additions.

G. Change Orders

The Construction Administrator shall review, keep a log of, and monitor all the approval processes for the requests for change orders received from the general contractor ensuring the inclusion of all backup material. The Construction Administrator shall review the Architect's/Engineer's recommendation for any change order. The Construction Administrator shall perform an independent cost estimate and analysis including activity duration and schedule impact regarding the general contractor's change order request. The Construction

Administrator shall forward its recommendation, along with the Architect's/Engineer's recommendation, to the State for approval.

If requested by the State, the Construction Administrator shall negotiate the change order between the general contractor and the State. Negotiations shall include work to be performed, duration, cost, and schedule impact. All negotiations sessions shall have a written record of the meetings and exchanges prepared by the Construction Administrator for transmission to the State. The written record shall include inspection reports, progress reports, instructions given, a record of the general contractor's and the client agency's statements, records of existing conditions, test reports, photographs, and a summary report on the merits of the requested change order.

H. Construction Budget

The Construction Administrator shall monitor and update the construction budget on a weekly basis, and submit a monthly report to the DPW identifying activity variances between actual, budget, and projected costs. The report shall include a trend analysis for the project and indicate the balance to date of the construction contingency for the project.

I. Project Closeout

The Construction Administrator shall receive and review as-built drawings and submit them, if they are correct, to the DPW, which shall in turn forward them to the Architect/Engineer to produce the record drawings on mylars. Prior to the recommendation of final payment to the general contractor, the Construction Administrator shall receive and review, for completeness and compliance with the contract documents, maintenance and operation manuals, schedules, warranties and guarantees, bonds, and certificates of inspections, tests and approvals.

The Construction Administrator, in conjunction with the DPW and the Architect/Engineer, shall prepare a punch list, and conduct an inspection to determine if the construction work is in compliance with the contract documents.

The Construction Administrator, in conjunction with the DPW, the building authority having jurisdiction, and the Architect/Engineer, shall make a recommendation on substantial completeness of the project and obtain certification of occupancy as required.

The Construction Administrator shall observe whether all items on the punch list have been completed and make recommendations to the Architect/Engineer and the DPW concerning acceptance of the work. The Construction Administrator shall monitor the general contractor's progress and upon completion of the general contractor's work shall recommend that a final inspection be performed.

The Construction Administrator shall then, in conjunction with the DPW and the Architect/Engineer, perform a final inspection of the work. Contingent on this final inspection revealing the proper completion of the work, the Construction Administrator shall recommend in writing to the DPW acceptance of the work and final payment to the general contractor.

J. Payments to General Contractor

The Construction Administrator shall review and, if appropriate, recommend for approval all of the general contractor's applications for payments. The Construction Administrator shall process such applications in accordance with the DPW's procedures and accounting requirements ensuring that the applications for payment include the Architect's/Engineer's signature and concurrence on the progress of the construction work. The Construction Administrator shall monitor the general contractor's payments made to its subcontractors and report to the DPW on any potential irregularities.

K. Claims and Disputes

The action taken, services rendered, and data gathered by the Construction Administrator are key elements with regard to construction claims. The Construction Administrator shall perform the following:

1. Administer the construction contract fairly and in accordance with the contract terms and conditions.
2. Identify potential problems, evaluate the conditions involved, and coordinate with the general contractor and the Architect/Engineer to prevent or minimize problems.

3. Refute promptly, in writing, any written statements by the general contractor that are not correct.
 4. Keep in a separate file complete documentation of claims or potential claim activities.
 5. Provide all relevant information, make written recommendations on the validity of claims, provide costs analysis, and provide support to the State, the DPW Project Manager, the Attorney General, and outside counsel, as required, within the duration of this contract.
- L. The Construction Administrator covenants and agrees that it shall perform its services under this contract in accordance with the standards and practices of its profession.
- M. Indemnification

The Construction Administrator, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, noncompliance with applicable statutes, codes and regulations, or the negligence, errors, or omissions of the Construction Administrator in the performance of this contract; provided, however, that the Construction Administrator shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Construction Administrator.

III. FEES AND PAYMENTS

For performing the services under this contract, the Construction Administrator will receive a sum of **One Hundred Ninety-nine Thousand Five Hundred Fifty Dollars (\$199,550.00)**. This sum includes the costs of services of any clerical and/or technical assistants working in the Construction Administrator's office or in the field. If the Construction Administrator requires the services of sub-consultants, they shall be paid by the Construction Administrator out of its fee. Said sum shall be paid in equal monthly installments, based upon the construction contract time, until payment reaches 90% of the construction administration sum. An additional 5% of the construction administration sum may be payable at the discretion of the Commissioner upon completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction, and the receipt of record drawings. The balance of the construction administration sum shall be payable upon Certification of the Final Application for Payment.

In the event the Commissioner of the Department of Public Works determines that the Construction Administrator has not performed its services as required by this contract, then the equal monthly installments shall be adjusted to a percentage commensurate with the level of the actual performance of the construction administration services. The equal monthly installment payments can be readjusted to a percentage commensurate with the level of the Construction Administrator's actual improvement of performance of construction administration services. The issue of the Construction Administrator's performance of services shall be determined by the Commissioner of the Department of Public Works.

All payment installments, as adjusted, shall remain in effect until the payments reach 90% of the construction administration sum. An additional 5% of the construction administration sum shall be payable upon completing project closeout as required by the General Conditions and the General Requirements of the Contract for Construction, and the receipt of record drawings. The balance of the construction administration sum shall be payable upon Certification of the Final Application for Payment.

Nothing contained herein shall limit the State's rights pursuant to Articles VIII, IX, and X of the contract.

IV. CONTRACT DURATION

The Construction Administrator's construction phase services shall be for a time period of **five hundred one (501)** calendar days, plus an additional ninety (90) calendar days for project closeout, commencing with the date set forth in the written notice to proceed sent to the Construction Administrator by the DPW Project Manager. Said number of calendar days may be extended in writing by the Commissioner of the DPW, hereinafter referred to as the Commissioner. A reasonable fee shall be determined by the Commissioner for an appropriate level of services for the extended time. The parties recognize that during the extended time the level of staffing and/or services may be decreased, which shall be considered by the Commissioner in the determination of a reasonable fee.

The Construction Administrator shall consult with DPW to ascertain the requirements of the Project and consult with proper State authorities and inform itself as to specific institutional conditions that might affect contemplated work or the hours or season of its execution.

V. ADDITIONAL SERVICES

If, in the opinion of the State, any service is required that is not usually furnished in construction administration practice and that is not included in this contract, either expressed or implied by the nature of the service, then the State shall, in writing, authorize the service and the related cost. The Construction Administrator's written selection of any service provider for retention under this article is to be submitted for approval by the State. The Construction Administrator shall adequately support, in writing to the State, its recommendations as to its selection of any such service provider. Any registered consultants retained under this article shall provide evidence of their competence by affixing their seals on any work prepared by them or under their supervision. The State shall reimburse the Construction Administrator for the cost of any services provided under this article and, in addition, shall also pay the Construction Administrator five percent (5%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit. When the Construction Administrator requests the need for any additional services provided under this article there shall be a minimum of three (3) written proposals obtained and forwarded to the State for approval. Should the Construction Administrator personally wish to perform any such additional services, the Construction Administrator shall submit to the State a written quotation of the cost of so performing such services. The quotation shall not include, nor shall the Construction Administrator be paid in connection with performing any such additional services, any amounts for overhead and profit. The State may require the Construction Administrator to perform such services based on the quotation.

VI. OWNERSHIP OF WORK

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with this project for which it was prepared unless written consent is obtained from the Construction Administrator. Such consent will not be withheld provided the State agrees that upon any alterations of the Construction Administrator's documents by others, or upon reuse of the documents for any other project, the Construction Administrator will be relieved by the State of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

VII. INSURANCE

The Construction Administrator for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interests of the State. The Construction Administrator must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, and commercial general liability insurance to not less than the minimum limits as required in this article, all at no cost to the State.

A. Statutory Workers' Compensation and Employers' Liability:

1. Workers' Compensation:	Statutory limits
2. Employers' Liability:	
a. Bodily injury by accident:	\$100,000 each accident
b. Bodily injury by illness:	\$100,000 each employee
	\$500,000 policy limit

B. Commercial General Liability:

Combined single limit:	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate

C. Comprehensive Automobile Liability (to include owned, non-owned and hired vehicles):

Combined single limit:

\$1,000,000 each occurrence

\$1,000,000 annual aggregate

- D. The Construction Administrator shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the Construction Administrator agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects, as hereinbefore set forth, and for eight years after substantial completion of the project. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Construction Administrator under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies shall name the State as an additional insured, except the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation, automobile liability, and employer's liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this section shall be filed with the DPW prior to the time this contract is executed on behalf of the State.

VIII. NONPERFORMANCE

If the Construction Administrator does not fulfill or complete its services in a timely and adequate manner, the State reserves the right to withhold monetary payments to the Construction Administrator until such time as the work is brought up to date in an adequate manner. The amount withheld shall be reasonably determined by the Commissioner. If the State is harmed by the Construction Administrator's nonperformance, the State shall be granted fair and equitable compensation by the Construction Administrator as reasonably determined by the Commissioner.

The State has the right for inspection on demand of the Construction Administrator's products. The State will accept only those products that meet reasonable professional standards.

IX. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Construction Administrator. In such event, the Construction Administrator shall be given seven (7) days' notice of such suspension in writing by registered or certified mail to the Construction Administrator's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Construction Administrator shall be entitled to such compensation as the State shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Construction Administrator pursuant to this contract shall be applied as payment on the fees for work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Construction Administrator and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

- E. If the Construction Administrator should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

X. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Construction Administrator of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Construction Administrator's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Construction Administrator shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.
- B. If the termination is for the convenience of the State, the Construction Administrator shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on services not yet performed. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Construction Administrator to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Construction Administrator shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Construction Administrator to fulfill its contract obligations it is determined that the Construction Administrator had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Construction Administrator shall be entitled to reasonable compensation provided in Section B of this article.
- E. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

XI. DEATH OF CONSTRUCTION ADMINISTRATOR AND ASSIGNMENT

If the Construction Administrator is a sole proprietor and the Construction Administrator should die during the duration of this contract, this contract shall be considered terminated. In the event of such termination, the Construction Administrator's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment. The Construction Administrator shall not assign any rights under, or interest in, this contract without the written consent of the State. No assignment will release or discharge the Construction Administrator from any duty or responsibility under this contract. The Construction Administrator shall be responsible to the State for acts and omissions of its own employees and any of its service providers hereinbefore mentioned and their employees.

XII. FORCE MAJEURE

Neither party shall be liable to the other nor deemed to be in breach of this contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, wars, fires, floods, epidemics, guarantee restrictions, strikes, or freight embargoes. Irrespective of the occurrence of any of the foregoing events or circumstances the Construction Administrator shall take reasonable measures to mitigate any damage caused thereby.

XIII. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XIV. SEVERABILITY

If any of the provisions of this contract are declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of the obligations under any such provisions. The remainder of the contract shall be enforced to the fullest extent permitted by law.

XV. ENTIRE CONTRACT

No prior stipulation, agreement, or understanding, verbal or otherwise, of the parties hereto, their agents, or legal representatives shall be valid or enforceable unless embodied in the provisions of this contract.

XVI. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

XVII. CONFIDENTIALITY OF DOCUMENTS

- A. The Construction Administrator agrees on behalf of the Construction Administrator and the Construction Administrator's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Construction Administrator's work and duties under this contract. This limitation on use applies to those items produced by the Construction Administrator, as well as to those items received by the Construction Administrator from the Department of Public Works or others in connection with the Construction Administrator's work and duties under this contract.
- B. The Construction Administrator further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works.
- C. The Construction Administrator further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Public Works. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

XVIII. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, SEXUAL HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Construction Administrator."

- A. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Construction Administrator.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental

disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

1. The contractor agrees to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

3. This contract may be cancelled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
 4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
 5. This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.
- C. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto as Exhibit B). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.
- D. The Summary of State Ethics Laws posted on the DPW home page (<http://www.ct.gov/dpw/site/default.asp>), and as may be revised from time to time, is incorporated herein by reference as if fully set forth herein. This Summary may be found by clicking on "Ethics Affidavits & Legal Forms."

E. CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11].

XIX. LARGE STATE GOVERNMENT CONTRACTS

If the Construction Administrator is a large state contractor, the Construction Administrator shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

- A. "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.
- B. Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- C. Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XX. ANNUAL CERTIFICATION

Annual Certification If the aggregate value of this contract is \$50,000.00 or more, including all amendments and/or commission letters, then the Construction Administrator shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this contract, a completed annual contract certification to Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Contracts Secretary. For the purposes of this article, the execution date of the contract shall be the date the Commissioner of DPW signs the contract.

XXI. SOVEREIGN IMMUNITY

Nothing in this contract shall be construed as a waiver or limitation upon the State's sovereign immunity. To the extent this article is found to be inconsistent with any other part of this contract, this article shall control. This article of the contract shall survive the completion and/or termination of this contract.

XXII. APPROVAL OF THE STATE PROPERTIES REVIEW BOARD

As provided in Connecticut General Statutes Section 4b-23(i), it is essential for the Construction Administrator contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Construction Administrator's work can begin. By providing service without a properly executed contract, the Construction Administrator accepts the risk that payment will not be made by the State of Connecticut.

XXIII. EFFECTIVE DATE OF CONTRACT

This contract shall become effective when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, or an Associate Attorney General of the State of Connecticut.

XXIV. STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS

- (a) All services performed by and material supplied by the Construction Administrator under this contract shall be subject to the inspection and approval of the State at all times, and Construction Administrator shall furnish all information concerning such material and services as may be requested by the State.
- (b) The Construction Administrator shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Construction Administrator's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Construction Administrator shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Construction Administrator's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.
- (c) The Construction Administrator agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Construction Administrator's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Construction Administrator at least twenty-four (24) hours notice of any intended inspections or examinations.
- (d) At the State's request, the Construction Administrator shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Construction Administrator which pertains to the State's business or this contract.
- (e) The Construction Administrator agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the

expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.

- (f) The Construction Administrator also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) The Construction Administrator shall incorporate the provisions of this article, including this section (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the Department of Public Works, and the Construction Administrator have executed this contract.

Attested by:

Holly J. Hart
Witness Holly J. Hart
Erika Carcano
Witness Erika Carcano

State of Connecticut

By: Raeanne V. Curtis
Raeanne V. Curtis
Its Commissioner
of the Department of Public Works
Date signed: JUNE 15, 2010

Attested by:

Denise Pet. f
Witness Denise Pet. f
Julie LaDone
Witness Julie LaDone

Strategic Building Solutions LLC

By: Jonathan Winkler
Jonathan Winkler
Its Member, Duly Authorized
Date signed: June 11, 2010

Approved as to form:

ALL B AL
ASSOC. ATT. GENERAL Attorney General
Date signed: 6/24/10

EXHIBIT A

MEP Renovations Earl Hall
Southern Connecticut State University
New Haven, Connecticut
Project No. BI-RS-248
Contract No. BI-RS-248-CAc

Project Description

The scope of professional services to be provided by the Construction Administrator under this contract consists of providing the services called for in the contract in connection with the following construction work.

The Project Description:

1. The Building is existing.
2. Renovation work as per the drawings and specifications at the designated site.
3. Renovation of existing toilet rooms.
4. Renovation of stairways.
5. Removal of existing and installation of new glazed curtain wall.
6. Demolition and replacement of all mechanical equipment located in the basement mechanical room.
7. Installation of new local mechanical equipment in classrooms and offices.
8. Installation of new direct digital automatic control system for HVAC.
9. Installation of two air cooled scroll chillers at grade.
10. Installation of a new emergency generator at grade.
11. Sitework, Landscaping, and Site Utilities.
12. Cast in Place Concrete, Architectural Precast Concrete.
13. Masonry.
14. Miscellaneous Metals.
15. Rough Carpentry, Architectural Woodwork.
16. Waterproofing, Insulation, Sprayed-on fireproofing, Firestopping, Roofing, Sheetmetal, and Joint Sealants.
17. Doors and Frames, Windows, Hardware, and Glazed Aluminum Curtain Wall.
18. Drywall, Floor coverings, Acoustical Ceilings, and Painting.
19. Signage, Fire Extinguishers and Toilet Accessories.
20. Mechanical, Electrical, Plumbing and Fire Protection work.

Exhibit B

SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination, it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or Johnette Tolliver, the agency's designated Equal Employment Opportunity Specialist at (860) 713-5394.

Signed by Commissioner Raeanne V. Curtis on May 30, 2008.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P A 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 165 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.